

February 14, 2008

Direct Phone Number: (713) 547-2229

Direct Fax Number: (713) 236-5570

*john.eldridge@haynesboone.com*

***Via United States Mail and Electronic Delivery***

Mr. Gary Miller  
Remedial Project Manager  
Superfund Division (6SF-AP)  
U.S. Environmental Protection  
Agency Region 6  
1445 Ross Avenue  
Dallas, Texas 75202-2733

Ms. Barbara A. Nann  
Assistant Regional Counsel (6RC-S)  
U.S. Environmental Protection  
Agency Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733

Re: Gulfco Marine Maintenance Site, Brazoria County, Texas

Dear Mr. Miller and Ms. Nann:

I represent Parker Drilling Offshore Corporation ("Parker") in this matter. Parker received a CERCLA Unilateral Administrative Order ("UAO") from EPA with a cover letter dated December 27, 2007. The UAO states that Parker is a responsible party because it "is the successor to Hercules Offshore Corporation, who is a past owner of the Site." (AOC ¶s 28, 32). Under the terms of the UAO and the letter, Parker is directed to provide by February 14, 2008 its notice of intent to comply with the terms of the UAO, or an explanation of its sufficient cause defenses. EPA decided not to utilize the CERCLA Section 122 special notice procedures because other parties (primarily Dow Chemical Company ("Dow") and Sequa Corporation ("Sequa")) are already subject to the UAO and are performing the work required by EPA under that order. Parker requested a conference but that has not yet been scheduled. Parker requested an extension of time to respond to the UAO, but EPA declined that request. For the reasons stated in this letter, Parker declines to comply with the UAO, although Parker continues to seek resolution of this matter through negotiation.

Background

Upon receiving the letter and UAO Parker promptly began investigating the facts surrounding the alleged ownership liability issues, and the UAO work already being performed by Dow and Sequa. We contacted EPA, Dow and Sequa in order to better understand the site work already performed, to assess the need for and cost of future work, and to determine what participation would be requested of Parker under the UAO given that

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Dow and Sequa have already been performing the work for well over two years.<sup>1</sup> We attended the January meeting at EPA's office where the site status was discussed by Dow, Sequa and EPA. While we recently received some information about past costs, we have not received information about future costs until today or a proposed role for Parker. Parker has requested this information verbally and in writing several times during the past six weeks. Furthermore, Dow and Sequa have proposed that the UAO be replaced with an Administrative Order on Consent ("AOC") - a suggestion that EPA is studying. If an AOC will be negotiated with Dow and Sequa, it makes much more sense for Parker to participate in that process, as opposed to the UAO. Thus, there is nothing defined for Parker to perform under the UAO at this time.

#### Sufficient Cause Defenses

Parker has sufficient cause for declining to comply with the UAO. EPA has alleged that "Respondent Parker Drilling Offshore Corporation is the successor to Hercules Offshore Corporation, who is a past owner of the Site at the time of disposal of hazardous substances at the Site and its thus a responsible party within the meaning of Section 107(a)(2) of CERCLA, 42 USC §9607(a)(2)." (UAO ¶32) In support of its conclusion, EPA attached to the UAO as "Enclosure C, Evidence of Liability" for Parker the following two documents: 1) General Warranty Deed dated January 20, 1989 from Fish Engineering to Hercules Offshore Corporation; and 2) Articles of Merger (Parker Drilling into Hercules Offshore Corporation - a Texas Corporation).

Our investigation of the facts shows that Hercules Offshore Corporation never owned the Site, which had been conveyed to Hercules Marine Services Corporation. Thus, Parker through its merger with Hercules Offshore Corporation did not succeed to a prior owner of the Site. The history of these transactions is described below, and the relevant documents are attached. Since EPA's basis for naming Parker as a respondent to the UAO is erroneous, Parker has a "sufficient cause" defense under Section 106(b) and 107(c) (3) and declines to comply.

Parker is not the successor to a prior owner of any part of the Site. EPA's claim is based on the flawed assumption that the entity with which Parker merged, a Texas corporation incorporated in 1993, was the same corporation to which Fish Engineering deeded Site land in 1989. Parker has reviewed title records, Security and Exchange Commission filings, and other objective evidence that support its defense.

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<sup>1</sup> For example, it makes little sense for Parker to undertake the same RI/FS work that Dow and Sequa have been doing, and nothing outside of the current scope of work has been identified for separate action by Parker. Certainly, there is no threat to human health or the environment that is not already being addressed by Dow and Sequa under the UAO.

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The following is the relevant corporate history, supported with relevant documentation:

- 1) Fish Engineering and Construction deeds Site land to Hercules Offshore Corporation (a Delaware Corporation) on January 20, 1989. (*See Exhibit A*).
- 2) Hercules Offshore Corporation (a Delaware Corporation) deeds Site land to Hercules Real Estate Corporation on September 1, 1993. (*See Exhibit B*).
- 3) Hercules Real Estate Corporation was incorporated in Texas on August 30, 1993. (*See Exhibit C*).
- 4) Hercules Real Estate Corporation later changed its name to Hercules Offshore Marine Services Corporation on November 15, 1993. (*See Exhibit D*). Hercules Offshore Marine Services Corporation changed its name to Hercules Marine Services Corporation on December 21, 1993 (*See Exhibit E*).
- 5) Another corporation, Hercules Operating Corporation, was incorporated in Texas in June 1993. This entity never owned any of the Site property and is not in the chain of title (*See Exhibit F*).
- 6) Hercules Operating Corporation amended its articles of incorporation on September 1, 1993 and changed its name to Hercules Offshore Corporation (*See Exhibit G*).
- 7) Hercules Operating Corporation (which later was called Hercules Offshore Corporation) was incorporated in Texas “to own and operate the *offshore* assets of a predecessor,” Hercules Offshore Corporation (Delaware). (*See Exhibit H*, SEC 8-K filing, Parker Drilling at PD 000338).
- 8) After the transfer of the Site property to Hercules Real Estate Corporation (later Hercules Marine Services Corporation) and the transfer of its offshore assets to Hercules Operating Corporation (later Hercules Offshore Corporation), the Hercules Offshore Corporation (Delaware) appears to have been voluntarily liquidated. *See Exhibit I*, showing that Hercules Offshore Corporation (Delaware) filed an amended certificate of authority in Texas on September 2, 1993 changing its name to HOC Liquidating Co.
- 9) Parker entered a stock purchase agreement with Hercules Offshore Corporation, the Texas entity. *Id.* at 000330. *See also Exhibit J*, Articles of Merger between Parker Drilling Offshore Company and Hercules Offshore Corporation. Parker never purchased Hercules Marine Services

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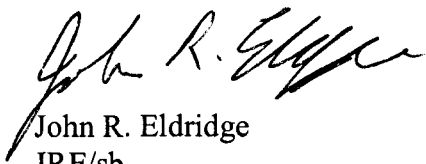
Corporation, the entity to whom the Delaware Hercules Offshore Corporation (Delaware) passed title.

- 10) Consequently, Parker never purchased either assets or stock of any company that ever owned all or a portion of the Site property. Parker is not a former owner pursuant to CERCLA.

Conclusion

Notwithstanding Parker's decision not to notify EPA of its intent to comply, Parker may be amenable to participation. As mentioned before, Parker seeks to meet with EPA or otherwise to exchange views on the evidence, the Site work, Parker's role and other issues. In particular, if EPA and the other parties are negotiating an AOC, that could provide an appropriate vehicle for Parker to play some limited role at the Site.

Sincerely,



John R. Eldridge  
JRE/sb

cc: Mr. Ron Potter (Parker Drilling)

# **EXHIBIT A**

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## GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS  
COUNTY OF BRAZORIA

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, FISH ENGINEERING & CONSTRUCTION, INC. (herein referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by HERCULES OFFSHORE CORPORATION (herein referred to as "Grantee"), whose mailing address is 11381 Meadowglan, Suite F, Houston, Texas 77082, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of certain promissory note or notes (herein referred to as the "Note" whether one or more) dated of even date herewith, payable to the order of Elders Finance, Inc., a New York corporation (herein referred to as the "Lender"), and bearing interest at the rate and being due and payable as therein set forth, the payment of which Note is secured by the vendor's lien herein retained in favor of the Lender and additionally secured by a deed of trust of even date herewith executed by Grantee to Paul F. Helton, Jr., Trustee for the benefit of the Lender, as Beneficiary, in which deed of trust reference is hereby made for all purposes, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee, subject to the reservation hereinafter made, that certain tract of real property located in Brazoria County, Texas, as more particularly described on Exhibit A attached hereto, incorporated herein and made a part hereof for all purposes, together with (a) all buildings and other improvements owned by Grantor affixed thereto and (b) all and singular any rights and appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way (said real property together with any and all of such related improvements, rights and appurtenances being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND

THE CHARTER TITLE CO.  
4265 SAN FELIX 11350  
HOUSTON, TEXAS 77027

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all and singular the Property unto Grantee, its successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided that this conveyance and the warranty of Grantor herein contained are subject to those matters listed on Exhibit B attached hereto and made a part hereof for all purposes.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

But it is expressly agreed and stipulated that the vendor's lien and superior title in and to the Property is retained against the Property until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, at which time this deed shall become absolute.

By virtue of Lender's having advanced and paid in cash to Grantor, at the instance and request of Grantee, that portion of the purchase price of the Property as is evidenced by the Note, the vendor's lien, together with the superior title to the Property, is retained herein for the benefit of the Lender and the same are hereby TRANSFERRED AND ASSIGNED to the Lender without recourse against Grantor in any manner for the payment of such indebtedness.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for such year are available.

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EXECUTED on the date of the acknowledgement hereinbelow, to be effective however as of the 20<sup>th</sup> day of January, 1989.

GRANTOR:

FISH ENGINEERING & CONSTRUCTION,  
INC.

By:

Eugene M. Bass  
Name: Eugene M. Bass  
Title: President

STATE OF TEXAS

COUNTY OF HARRIS

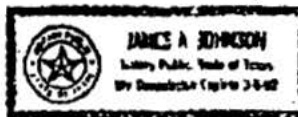
BEFORE ME, the undersigned authority, on this day personally appeared Eugene M. Bass of Fish Engineering & Construction, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20<sup>th</sup> day of January, 1989.

[Signature]  
Notary Public in and for  
TEXAS

Printed Name of Notary

My Commission Expires:





## Exhibit A

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 13 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 31, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 161.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet.

S. 50 degrees 30' W. a distance of 132.60 feet.

S. 43 degrees 40' W. a distance of 63.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 634.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 71, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 31, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1080, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 38, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

## PROPERTY EXHIBIT

As to Tract 23:

Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 21

A 1/64 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-5

1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-16

1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-18

1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less a 1/256 non-participating royalty). D-25

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 & 48 of the Deed Records of Brazoria County, Texas. D-10  
D-11

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas. D-13

Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 679 & 681 of the Deed Records of Brazoria County, Texas. D-22  
D-23

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Exhibit B

As to Tract 22

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume J19, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 914 of the Deed Records of Brazoria County, Texas)...

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 685 of the Deed Records of Brazoria County, Texas.

As to Tract 24:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 609, at Page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Except a 1/32 royalty).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 894, at Page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 896, at Page 325 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

Exhibit B  
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As to Tract 35:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 676 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 621, at Page 307 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 55:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

A 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 868, Page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 57:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 359, at Page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less 1/16 royalty)

Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

As to Tract 58:

Easement conveyed to or reserved by United States described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

As to All Tracts:

any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

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EXHIBIT B

As to Tract 55:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 57:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 58:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E.C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to All Tracts:

Road as shown on plat reflected in Volume 2, Page 141, of the Plat Records of Brazoria County, Texas.

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Plat Records of the County Court of Brazoria County, Texas.



*Dolly Bailey*  
County Clerk of Brazoria Co., TX

FILED FOR RECORD

JUN 20 3 57 PM '89

*Dolly Bailey*  
COUNTY CLERK  
BRAZORIA COUNTY, TEXAS

PAGE 4 OF 4

## **EXHIBIT B**

93-032106

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(4)

GENERAL WARRANTY DEED

STATE OF TEXAS       §  
                             §  
COUNTY OF BRAZORIA §

HERCULES OFFSHORE CORPORATION, a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by HERCULES REAL ESTATE CORPORATION, a Texas corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all of those certain eight (8) tracts of land including Tract Nos. 23, 21, 22, 24, 25, 55, 57 and 58 lying and being situated in Brazoria County, Texas, all as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all buildings and improvements thereon and appurtenances thereto and all of Grantor's right, title, and interest in and to any adjacent street, alley or right-of-way (all of such real property and related rights, improvements and appurtenances being herein collectively referred to as the "Property").

This conveyance is made and the warranties herein are given by Grantor and accepted by Grantee subject to all matters shown on Exhibit "B" to the extent same are valid and in force and effect against the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its, successors, legal representatives, and assigns forever; and Grantor does hereby bind itself, its successors, legal representatives, and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property subject to the Permitted Exceptions to the extent the same are valid and in force and effect against the Property, unto Grantee, its successors, legal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

Grantor warrants payment of all ad valorem taxes and assessments, both general and special, which have been imposed against the Property during the year 1992 and all prior years. Taxes for the year 1993 have been prorated as of the date hereof and are expressly assumed by Grantee. Upon demand, the parties hereto shall promptly and equitably adjust all taxes and



assessments as soon as actual figures for these items for such year are available.

EXECUTED on September 1, 1993.

HERCULES OFFSHORE CORPORATION

By: Thomas J. Seward

Name: Thomas J. Seward, II

Title: President

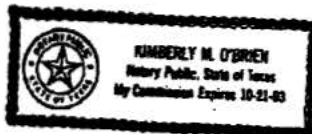
Grantee's Address:

11011 Richmond Avenue  
Suite 500  
Houston, Texas 77042

STATE OF TEXAS       §  
                              §  
COUNTY OF HARRIS   §

Before me, the undersigned authority, on this day personally appeared Thomas J. Seward, President of Hercules Offshore Corporation, a Delaware corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1<sup>st</sup> day of September, 1993.



Kimberly M. O'Brien  
Notary Public in and for the  
State of Texas

ATTACHMENT:

Exhibit A - Property  
Exhibit B - Permitted Exceptions

FMAM704-11DE270411.OWD

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:  
 Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 63.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 634.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 21, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from E. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8., F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the A.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

EXHIBIT "A"

Being eight (8) tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an Iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36 minutes East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;

South 50 degrees 30 minutes West a distance of 132.60 feet;

South 42 degrees 40 minutes West a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24 minutes East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND THE SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

Exhibit B

(RECORDED AS PER ORIGINAL)

Affects Tract 23:

- c. Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.
- d. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.
- e. Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.
- f. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

Affects Tract 21:

- g. A 1/64 royalty interest in and to all oil, gas and other minerals on, in under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)
- h. 1/6 of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)
- i. 1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)
- j. 1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Less a 1/256 non-participating royalty)
- k. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 and 48 of the Deed Records of Brazoria County, Texas.
- l. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas.
- m. Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 679 and 681 of the Deed Records of Brazoria County, Texas.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

(RECORDED AS PER ORIGINAL)

n. Fence encroachment along the southwest property line of Tract 21 as reflected on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1548.

Affects Tract 22:

o. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 914 of the Deed Records of Brazoria County, Texas)

p. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 796, Page 625 of the Deed Records of Brazoria County, Texas.

Affects Tract 24:

q. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

r. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

s. Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the Deed Records of Brazoria County, Texas.

t. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 609, at page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Except a 1/32 royalty)

u. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 894, at page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

v. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 896, at page 328 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

Affects Tract 25:

w. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

x. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

y. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 621, at page 307 of the Deed Records of Brazoria County, Texas.

This commitment is invalid unless the insuring provisions and schedules A, B, and C are attached.

(RECORDED AS PER ORIGINAL)

(Title to said interest not checked subsequent to date of aforesaid instrument.)

z. Fence protrusion along the northeast property line of Tract 25 as reflected on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 55:

aa. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

bb. 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same are set forth in instrument recorded in Volume 868, at page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

cc. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 57:

dd. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

ee. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 359, at page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

ff. Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

gg. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 58:

hh. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

ii. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects all tracts:

jj. This Company shall have no liability for, nor responsibility to defend, any part of the property described herein against any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

93-032106

*Deed*

AFTER RECORDING PLEASE RETURN TO:

✓  
HERCULES REAL ESTATE CORPORATION  
11011 Richmond Avenue, Suite 500  
Houston, TX 77042

*1.00 sec  
5.00 mgmt  
17.00  
23.00  
BAC*

THE CLERK OF THE  
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Clerk for Brazoria County, Texas, do hereby certify that the instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD of the said county and was so changed by me.



*Dolly Bailey*

County Clerk of Brazoria Co., TX

SECURITY FEE 1.00  
NIGHT-PRES 5.00  
RECORDING 17.00  
TOTAL 23.00

FILE # 32106  
CASH 23.00

DRAWER-A 1  
0001 2127-0000 0008 9/ 8/93 3:55PM WED

FILED AND RECORDED

93 SEP -7 PM 3:41

*Dolly Bailey*

COUNTY CLERK  
BRAZORIA COUNTY, TEXAS

# **EXHIBIT C**



ARTICLES OF INCORPORATION  
OF  
HERCULES REAL ESTATE CORPORATION

FILED  
In the Office of the  
Secretary of State of Texas

AUG 30 1993

Corporations Section

ARTICLE I

The name of the corporation is Hercules Real Estate Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The corporation is organized for the purpose of engaging in any lawful act, activity and/or business for which corporations may be organized under the Texas Business Corporation Act.

ARTICLE IV

The aggregate number of shares which the corporation shall have the authority to issue is 1,000 shares of Common Stock, par value \$1.00 per share.

ARTICLE V

No holder of any shares of any class of the corporation's authorized shares, or any other class of stock of the corporation hereafter authorized, shall, as such holder, have any preemptive or preferential right to receive, purchase, or subscribe to (a) any unissued or treasury shares of any class of stock of the corporation (whether now or hereafter authorized), (b) any obligations, evidences of indebtedness, or other securities of the corporation convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase, or subscribe to, any such unissued or treasury shares, (c) any right of subscription to or to receive, or any warrant or option for the purchase of, any of the foregoing securities, or (d) any other securities that may be issued or sold by the corporation

ARTICLE VI

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000.00, consisting of money, labor done or property actually received.

6448737

ARTICLE VII

The address of the registered office of the corporation is 1212 Guadalupe, Suite 102, Austin, Texas 78701 and the name of its initial registered agent at such address is Capitol Corporate Services, Inc.

ARTICLE VIII

The name and address of the incorporator is as follows:

NAMEADDRESS

Klara A. Zehentmayr

4500 Trammell Crow Center  
2001 Ross Avenue  
Dallas, Texas 75201

ARTICLE IX

The number of directors constituting the Board of Directors on the date hereof is one (1) and the name and address of the person who is to serve as director until the next annual meeting of the shareholders, or until his successor or successors are elected and qualified, is as follows:

NAMEADDRESS

G. Matthew Sheridan

805 Third Avenue  
New York, New York 10022

ARTICLE X

The corporation shall indemnify persons for whom indemnification is permitted by Article 2.02-1 of the Texas Business Corporation Act and such indemnification shall be made to the fullest extent permitted thereby.

ARTICLE XI

To the fullest extent permitted by law, directors and former directors of the corporation shall not be liable to the corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director. No amendment of this Article XI shall adversely affect any right or protection of a director that exists at the time of such amendment, modification or repeal.

ARTICLE XII

The right to accumulate votes in the election of directors and/or cumulative voting by any shareholder is hereby expressly denied.

ARTICLE XIII

Any action required by the Texas Business Corporation Act, or other applicable laws, or any action which may be taken without a meeting, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

ARTICLE XIV

Special meetings of the shareholders of the corporation may be called by shareholders only if the holders of at least 10 percent (10%) of all shares entitled to vote at the proposed special meeting call such meeting.

The undersigned, the incorporator of this corporation, has signed these Articles of Incorporation on August 30, 1993.

Klara A. Zehentmayr  
Klara A. Zehentmayr

## **EXHIBIT D**

00175001510

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act (the "Act"), the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation: Article of the  
Secretary of State of Texas

NOV 15 1993

ARTICLE 1

Corporations Section

The name of the corporation is Hercules Real Estate Corporation.

ARTICLE 2

The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on October 29, 1993. The shareholders of the corporation deemed it to be in the best interest of the corporation to change the name of the corporation from Hercules Real Estate Corporation to Hercules Offshore Marine Services Corporation.

The amendment alters or changes Article I of the original Articles of Incorporation and the full text of such provision as amended is as follows:

"ARTICLE I

The name of the corporation is Hercules Offshore Marine Services Corporation."

ARTICLE 3

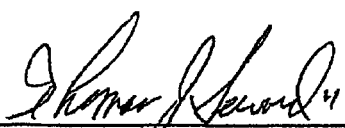
The number of shares of the corporation outstanding at the time of such adoption was 2; and the number of shares entitled to vote thereon was 2.

ARTICLE 4

The holders of all the shares outstanding and entitled to vote on said amendment have signed a consent in writing pursuant to Article 9.10 of the Act adopting said amendment and any written notice required by Article 9.10 of the Act has been given.

Dated October 27<sup>th</sup>, 1993.

HERCULES REAL ESTATE CORPORATION

By:   
Name: Thomas J. Seward, II,  
Title: President

# **EXHIBIT E**

0 0 1 7 7 3 0 3 4 9 7

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act (the "Act"), the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation: Secretary of State of Texas

ARTICLE 1

JAN 07 1994

The name of the corporation is Hercules Offshore Marine Services Corporation.

ARTICLE 2

The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on Dec. 21, 1993. The shareholders of the corporation deemed it to be in the best interest of the corporation to change the name of the corporation from Hercules Offshore Marine Services Corporation to Hercules Marine Services Corporation.

The amendment alters or changes Article I of the amended Articles of Incorporation and the full text of such provision as amended is as follows:

"ARTICLE I

The name of the corporation is Hercules Marine Services Corporation."

ARTICLE 3

The number of shares of the corporation outstanding at the time of such adoption was 2; and the number of shares entitled to vote thereon was 2.

ARTICLE 4

The holders of all the shares outstanding and entitled to vote on said amendment have signed a consent in writing pursuant to Article 9.10 of the Act adopting said amendment and any written notice required by Article 9.10 of the Act has been given.

Dated Dec. 21, 1993.

HERCULES OFFSHORE MARINE SERVICES CORPORATION

By: Thomas J. Seward, II.  
Name: Thomas J. Seward, II.  
Title: President

6448739

**Separator Page**  
(left blank intentionally)



# **EXHIBIT F**

ARTICLES OF INCORPORATION  
OF  
HERCULES OPERATING CORPORATION

FILED  
In the Office of the  
Secretary of State of Texas

JUN 25 1993

Corporations Section

ARTICLE I

The name of the corporation is Hercules Operating Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The corporation is organized for the purpose of engaging in any lawful act, activity and/or business for which corporations may be organized under the Texas Business Corporation Act.

ARTICLE IV

The aggregate number of shares which the corporation shall have the authority to issue is 1,000 shares of Common Stock, par value \$1.00 per share.

ARTICLE V

No holder of any shares of any class of the corporation's authorized shares, or any other class of stock of the corporation hereafter authorized, shall, as such holder, have any preemptive or preferential right to receive, purchase, or subscribe to (a) any unissued or treasury shares of any class of stock of the corporation (whether now or hereafter authorized), (b) any obligations, evidences of indebtedness, or other securities of the corporation convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase, or subscribe to, any such unissued or treasury shares, (c) any right of subscription to or to receive, or any warrant or option for the purchase of, any of the foregoing securities, or (d) any other securities that may be issued or sold by the corporation

ARTICLE VI

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000.00, consisting of money, labor done or property actually received.

ARTICLE VII

The address of the registered office of the corporation is 1212 Guadalupe, Suite 102, Austin, Texas 78701 and the name of its initial registered agent at such address is Capitol Corporate Services, Inc.

ARTICLE VIII

The name and address of the incorporator is as follows:

NAMEADDRESS

Klara A. Zehentmayr

4500 Trammell Crow Center  
2001 Ross Avenue  
Dallas, Texas 75201

ARTICLE IX

The number of directors constituting the Board of Directors on the date hereof is one (1) and the name and address of the person who is to serve as director until the next annual meeting of the shareholders, or until his successor or successors are elected and qualified, is as follows:

NAMEADDRESS

Howard M. Berkower

805 Third Avenue  
New York, New York 10022

ARTICLE X

The corporation shall indemnify persons for whom indemnification is permitted by Article 2.02-1 of the Texas Business Corporation Act and such indemnification shall be made to the fullest extent permitted thereby.

ARTICLE XI

To the fullest extent permitted by law, directors and former directors of the corporation shall not be liable to the corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director. No amendment of this Article XI shall adversely affect any right or protection of a director that exists at the time of such amendment, modification or repeal.

ARTICLE XII

The right to accumulate votes in the election of directors and/or cumulative voting by any shareholder is hereby expressly denied.

ARTICLE XIII

Any action required by the Texas Business Corporation Act, or other applicable laws, or any action which may be taken without a meeting, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

ARTICLE XIV

Special meetings of the shareholders of the corporation may be called by shareholders only if the holders of at least 10 percent (10%) of all shares entitled to vote at the proposed special meeting call such meeting.

The undersigned, the incorporator of this corporation, has signed these Articles of Incorporation on June 25, 1993.

Klara A. Zehentmayr  
Klara A. Zehentmayr

# **EXHIBIT G**


FILED  
In the Office of the  
Secretary of State of Texas

SEP 2 1993

Corporations Section

ARTICLES OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION OF  
HERCULES OPERATING CORPORATION

Pursuant to Article 4.04 of the Texas Business Corporation Act ("TBCA"), Hercules Operating Corporation, a Texas corporation (the "Corporation"), hereby adopts the following amendment ("Amendment"), which amends the Articles of Incorporation of the Corporation as follows:

FIRST: The name of the Corporation is Hercules Operating Corporation. 

SECOND: The Amendment was adopted by the Corporation's shareholders effective as of September 1, 1993.

THIRD: The Corporation has two outstanding shares of common stock, the holder of which is entitled to vote all such shares on the matter of the Amendment.

FOURTH: The Amendment was adopted by a Consent in Lieu of Special Meeting of the Sole Shareholder.

FIFTH: The Amendment does not provide for an exchange, reclassification or cancellation of issues shares of the Corporation.

SIXTH: The Amendment does not effect a change in the stated capital of the Corporation.

SEVENTH: The text of Article I of the Articles of Incorporation of the Corporation has been amended and now reads in its entirety as follows:

The name of the corporation is Hercules Offshore Corporation.

These Articles of Amendment have been executed this 1<sup>st</sup> day of September, 1993.

By: *J. Henry J. Lewis*  
Title: PRESIDENT

# **EXHIBIT H**



# **TARGET SHEET**

**SITE NAME:** GULFCO MARINE MAINTENANCE

**CERCLIS I.D.:** TXD055144539

**TITLE OF DOC.:** [REDACTED] [SUFFICIENT CAUSE DEFENSE  
LETTER WITH EXHIBITS]

**DATE OF DOC.:** 02/14/2008

**NO. OF PGS. THIS TARGET SHEET REPLACES:** 45

**SDMS #:** 9545922 **RELATED #:** 9408382

**CONFIDENTIAL ?** ☒ **MISSING PAGES ?** ☐

**ALTERN. MEDIA ?** ☐ **CROSS REFERENCE ?** ☐

**LAB DOCUMENT ?** ☐ **LAB NAME:**

**ASC./BOX #:**

**CASE #:**  **SDG #:**

**PAGES 41-85 WERE REDACTED FROM THIS  
DOCUMENT DUE TO FOIA EXEMPTION 4 -**

**COMMENTS :** CONFIDENTIAL BUSINESS INFORMATION.

# **EXHIBIT I**

APPLICATION FOR CERTIFICATE OF AUTHORITY

JAN 16 1989

Pursuant to the provisions of Article 8.05 of the Texas Business Corporation Act, the undersigned corporation hereby applies for a Certificate of Authority to transact business in Texas:

1. The name of the corporation is Hercules Offshore Corporation

2. If the name of the corporation does not contain the word "corporation," "company," "incorporated," or "limited" (or an abbreviation thereof), then the name of the corporation with the word or abbreviation which it elects to add thereto for use in Texas is: (If the corporate name is not available in Texas, then set forth the name under which the corporation will qualify and transact business in Texas)

3. It is incorporated under the laws of Delaware

4. The date of its incorporation is April 25, 1988 and the period of duration is perpetual. (State "Perpetual" or term of years).

5. The address of its principal office in the state or country under the laws of which it is incorporated is:

c/o The Prentice-Hall Corporation Systems, Inc.

299 South State Street  
Dover, Delaware

6. The address of its proposed registered office in Texas is (a P.O. Box is not sufficient) 807 Brazos, Austin, Texas 78701

and the name of its proposed registered agent in Texas at such address is

The Prentice-Hall Corporation System, Inc.

7. The purpose or purposes of the corporation which it proposes to pursue in the transaction of business in Texas are:

All lawful purposes including but not limited to Offshore Oil/Gas related workover activity.

8. It is authorized to pursue such purpose or purposes in the state or country under the laws of which it is incorporated.

9. The names and respective addresses of its directors are:

NAME	ADDRESS
Thomas J. Seward II	See Schedule A
William C. Coward	
Robert J. Migliorino	
Anthony Caraglin	
Thomas A. Goossens	
Paul F. Helton, Jr.	
Warren B. Idsal	
John Lynch	

10. The names and respective addresses of its officers are:

NAME	ADDRESS (city & state)	OFFICE
<u>Thomas J. Seward, II</u>	<u>See Schedule B</u>	<u>Chief Executive Officer; Asst. Sec.</u>
<u>William C. Coward</u>	<u></u>	<u>Chief Oper. Officer; Pres., Treas.</u>
<u>Jeneanne Thackaberry</u>	<u></u>	<u>Secretary</u>

11. The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

NUMBER OF SHARES	CLASS	SERIES	PAR VALUE PER SHARE OR STATEMENT THAT SHARES ARE WITH- OUT PAR VALUE
<u>4,300,000</u>	<u>A Common</u>	<u></u>	<u>\$ .10</u>
<u>2,367,000</u>	<u>B Common</u>	<u></u>	<u>\$ .10</u>

12. The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

NUMBER OF SHARES	CLASS	SERIES	PAR VALUE PER SHARE OR STATEMENT THAT SHARES ARE WITH- OUT PAR VALUE
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

13. The amount of its stated capital is \$ 251,107. (See Texas Business Corporation Act, Article 1.02A (11) for definition of stated capital).

14. Consideration of the value of at least One Thousand Dollars (\$1,000.00) has been paid for the issuance of its shares.

15. The application is accompanied by a certificate issued by the Secretary of State or other authorized officer of the jurisdiction of incorporation evidencing the corporate existence.

Hercules Offshore Corporation  
By [Signature]  
An Authorized Officer

Schedule ANames and Addresses of the Directors of the Corporation:Name and Address

Thomas J. Seward II  
c/o Hercules Offshore Corporation  
11381 Meadowglen Lane  
Houston, Texas 77082

William C. Coward  
c/o Hercules Offshore Corporation  
11381 Meadowglen Lane  
Houston, Texas 77082

Robert J. Migliorino  
c/o Canaan Venture Partners  
105 Rowayton Avenue  
Rowayton, Connecticut 06853

Anthony Caraglino  
c/o Elders Capital Partners, Inc.  
200 Park Avenue  
26th Floor  
New York, New York 10166

Thomas A. Goossens  
c/o Elders Capital Partners, Inc.  
200 Park Avenue  
26th Floor  
New York, New York 10166

Paul F. Helton, Jr.  
c/o Elders Capital Partners, Inc.  
200 Park Avenue  
26th Floor  
New York, New York 10166

Warren B. Idsal  
c/o Elders Capital Partners, Inc.  
200 Park Avenue  
26th Floor  
New York, New York 10166

Schedule A (continued)Name and Address

John Lynch  
c/o Elders Capital Partners, Inc.  
200 Park Avenue  
26th Floor  
New York, New York 10166

2199/52282.3/3-1

Schedule BNames and Addresses of the Officers of the Corporation:Name and Address

Thomas J. Seward II  
c/o Hercules Offshore Corporation  
11381 Meadowglen Lane  
Houston, Texas 77082

William C. Coward  
c/o Hercules Offshore Corporation  
11381 Meadowglen Lane  
Houston, Texas 77082

Jeneanne Thackaberry  
c/o Hercules Offshore Corporation  
11381 Meadowglen Lane  
Houston, Texas 77082



# Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY HERCULES OFFSHORE CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

||| ||| ||| |||



758364168

*Michael Harkins*  
Michael Harkins, Secretary of State

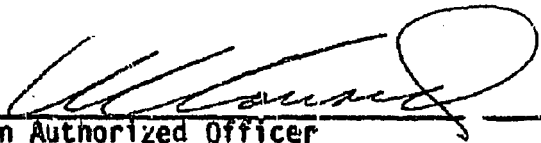
AUTHENTICATION: |1990884

DATE: 12/29/1988



## ANTI-TRUST AFFIDAVIT

Hercules Offshore Corporation, is not a trust or organization in restraint of trade in violation of the laws of the State of Texas, has not within twelve (12) months next preceding the making of this affidavit, become or been a part to any trust agreement of any kind which would constitute a violation of any antitrust law of Texas existing at the date of this affidavit, and has not within that time, entered into or been in any wise a party to, any combination in restraint of trade within the United States. No officer of this corporation has, within the knowledge of affiant, within such time and on behalf of this corporation or for its benefit, made any such contract, or entered into or become a party to any such combination in restraint of trade.

  
An Authorized Officer

Date: November 29, 1988

FILED  
In the Office of the  
Secretary of State of Texas

SEP 2 1993

Corporations Section

**APPLICATION FOR AMENDED  
CERTIFICATE OF AUTHORITY**

1. The name of the corporation as it currently appears on the records of the secretary of state of Texas is Hercules Offshore Corporation.
2. (If the corporation's name was previously unavailable and the corporation elected to use an assumed name in Texas, complete the following.) The assumed name of the corporation as it currently appears on the records of the secretary of state is \_\_\_\_\_.
3. A certificate of authority was issued to the corporation on January 16, 1989.
4. The corporation name has been changed to HOC Liquidating Co. (Note: If the corporate name has not been changed, insert "no change.")
5. The name which it elects to use hereafter in the state of Texas is HOC Liquidating Co.
6. It desires to pursue in Texas purposes other than, or in addition to, those authorized by its certificate of authority, as follows:  
  
None.
7. It is authorized to pursue such purpose or purposes in the state or country under the laws of which it is organized.
8. It desires to change the statement(s) contained in item(s) number of the original or amended certificate of authority to read as follows:  
  
None

HERCULES OFFSHORE CORPORATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Authorized Officer)

*State of Delaware*  
*Office of the Secretary of State*

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I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "HERCULES OFFSHORE CORPORATION", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS CORPORATE TITLE TO "HOC LIQUIDATING CO.", ON THE FIRST DAY OF SEPTEMBER, A.D. 1993, AT 4:30 O'CLOCK P.M.

\*\*\*\*\*



*William T. Quillen*

*William T. Quillen, Secretary of State*

AUTHENTICATION: \*4042342

DATE: 09/02/1993

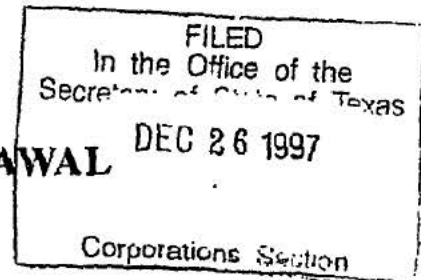
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**Office of the  
Secretary of State**

**Corporations Section**

P.O. Box 13697  
Austin, Texas 78711-3697

**APPLICATION FOR  
CERTIFICATE OF WITHDRAWAL**



Pursuant to the appropriate provision of the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act, the undersigned entity hereby applies for a certificate of withdrawal from the State of Texas and for that purpose submits the following statement:

1. The name of the entity is Liquidating HOC LIQUIDATION CO
2. It is organized under the laws of DELAWARE
3. It is not transacting business or conducting affairs in the State of Texas.
4. It hereby surrenders its authority to transact business in Texas.
5. It revokes the authority of its registered agent in the State of Texas to accept service of process and consents that service of process in any action, suit or proceeding based upon any cause of action arising in this state during the time it was authorized to transact business or conduct affairs may hereafter be made on it by service thereof on the secretary of state of Texas.
6. The post office address to which the secretary of state may mail a copy of any process against the entity that may be served on the secretary of state is:  
11011 RICHMOND AVENUE, SUITE 500  
HOUSTON, TX 77042
7. All sums due, or accrued, by this corporation to the State of Texas have been paid, or adequate provision has been made for the payment thereof.
8. If the entity is a non-profit corporation, all known creditors or claimants have been paid or provided for and the corporation is not involved in or threatened with litigation in any court in the State of Texas, or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against it in any pending suits. If the entity is a limited liability company, all known creditors or claimants have been paid or provided for and the limited liability company is not involved in or threatened with litigation in any court in the State of Texas.

Randa  
Authorized Officer of Corporation  
Member or Manager of Limited Liability Company



# TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

JOHN SHARP • COMPTROLLER • AUSTIN, TEXAS 78774

## CERTIFICATION OF ACCOUNT STATUS

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, John Sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the current records of this office

HOC Liquidating Co.

is out of business, that all required reports for taxes administered by the Comptroller have been filed and that the taxes due on those reports have been paid. This certificate may be used for the purpose of dissolution, conversion, merger or withdrawal with the Texas Secretary of State.

This certificate is valid through December 31, 1997

GIVEN UNDER MY HAND AND  
SEAL OF OFFICE in the  
City of Austin, this  
23rd day of December, 1997 A.D.

A handwritten signature in cursive script, reading "John Sharp", is written over the printed name and title.

JOHN SHARP  
Comptroller of Public Accounts

Charter/C.O.A. number: 000788067-6

# **EXHIBIT J**

**ARTICLES OF MERGER****MERGING PARKER DRILLING OFFSHORE COMPANY  
WITH AND INTO  
HERCULES OFFSHORE CORPORATION**

FILED  
In the Office of the  
Secretary of State of Texas  
JUL 31 1998  
Corporations Section

**TO THE SECRETARY OF STATE OF THE STATE OF TEXAS:**

Pursuant to the provisions of Article 5.16 of the Texas Business Corporation Act, **PARKER DRILLING OFFSHORE COMPANY**, a corporation organized under the laws of the State of Delaware and the sole stockholder of **HERCULES OFFSHORE CORPORATION**, a corporation organized under the laws the State of Texas, hereby executes the following articles of merger:

1. Name of Parent: Parker Drilling Offshore Company, a corporation organized under the laws of the State of Delaware  
Name of Subsidiary: Hercules Offshore Corporation, a corporation organized under the laws of the State of Texas
2. Parker Drilling Offshore Company, the parent, owns 18,034,384 shares, representing 100% of the outstanding capital stock of Hercules Offshore Corporation, the subsidiary.
3. The Board of Directors of Parker Drilling Offshore Company (the "Company") adopted the following resolutions by unanimous written consent dated July 1, 1998:

WHEREAS, the Board of Directors has determined that it is in the best interest of the Company for the Company to merge with and into its wholly-owned subsidiary Hercules Offshore Corporation ("HOC");

NOW, THEREFORE, BE IT RESOLVED, that effective July 31, 1998, the Company shall merge with and into HOC (the "Merger") with HOC being the survivor of the Merger;

FURTHER RESOLVED, that upon consummation of the Merger, the outstanding stock of HOC held by the Company shall be distributed to the sole shareholder of the Company upon surrender of any certificates therefor; and

RESOLVED FURTHER, that the officers of the Company be and they are hereby authorized, empowered and directed to do and perform all such acts and things, and execute all such documents, as they may deem necessary, desirable and proper in order to consummate the Merger contemplated under

these Resolutions and to carry out the intent and purpose of the foregoing Resolutions.

4. The surviving corporation will be responsible for the payment of all fees and franchise taxes as required by law, and will be obligated to pay such fees and franchise taxes if not timely paid.

5. The Effective Time of the Merger shall be 12:10 a.m., C.D.T. on July 31, 1998, or, if later, at such time as a Certificate of Ownership and Merger shall have been filed with the Secretary of State of the State of Delaware and Articles of Merger shall have been filed in the offices of the Secretary of State of the State of Texas (the "Effective Time").

Dated: July 27, 1998

**PARKER DRILLING OFFSHORE COMPANY**

By James J. Davis  
James J. Davis, President